

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

SHAWMUT WOODWORKING & SUPPLY,
INC. d/b/a SHAWMUT DESIGN AND
CONSTRUCTION

Plaintiff,

v.

STARBUCKS CORPORATION d/b/a
STARBUCKS COFFEE COMPANY

Defendant.

Case No.: 20-cv-2289 (DLC)

**SHAWMUT WOODWORKING & SUPPLY, INC.’S FED. R. CIV. P. 26(a)(1)
INITIAL DISCLOSURES**

Plaintiff/Defendant-in-Counterclaim, Shawmut Woodworking & Supply, Inc. d/b/a Shawmut Design and Construction (“Shawmut”), by and through its attorneys, hereby makes the following initial disclosures pursuant to Rule 26(a)(1) of the Federal Rules of Civil Procedure.

In making these disclosures, Shawmut states that it is engaged in a continuing investigation of the matters identified in Fed. R. Civ. P. 26(a)(1). Responses with respect to the required disclosures are believed to be accurate as of the date made. However, because Shawmut’s investigation continues, Shawmut cannot rule out the possibility that more complete information may come to its attention at a later date. Shawmut therefore reserves the right to amend or supplement each of the following disclosures as permitted by the Federal Rules of Civil Procedure.

- (i) **the name and, if known, the address and telephone number of each individual likely to have discoverable information—along with the subjects of that information—that the disclosing party may use to support its claims or defenses, unless the use would be solely for impeachment**

<u>Name</u>	<u>Contact Information (if known)</u>	<u>Subject of Information</u>
Yanna Aggelatos	c/o Prince Lobel Tye LLP	The work performed by Shawmut on the Starbucks New York Roastery.
Michael Amore	c/o Prince Lobel Tye LLP	The work performed by Shawmut on the Starbucks New York Roastery.
Robert Avitabile, Sr.	c/o Prince Lobel Tye LLP	The work performed by Shawmut on the Starbucks New York Roastery.
James Bogert	Starbucks Coffee Company 2401 Utah Ave. S. Suite 800 Seattle, WA 98134	The mechanical system at the Starbucks New York Roastery.
Luke K. Carnahan	c/o Prince Lobel Tye LLP	The work performed by Shawmut on the Starbucks New York Roastery.
Michael Clark	c/o Prince Lobel Tye LLP	The work performed by Shawmut on the Starbucks New York Roastery.
Elisa Venezia DiDino		The design and/or construction of the Starbucks New York Roastery.
Sean Downey		The mechanical failure at the Starbucks New York Roastery.
Jill Enomoto	Starbucks Coffee Company 2401 Utah Ave. S. Suite 800 Seattle, WA 98134	The design and/or construction of the Starbucks New York Roastery.
Musab Eyyupkoca	c/o Prince Lobel Tye LLP	The work performed by Shawmut on the Starbucks New York Roastery.
Tyler Fickes	c/o Prince Lobel Tye LLP	The work performed by Shawmut on the Starbucks New York Roastery.
Rocco Garrone	c/o Prince Lobel Tye LLP	The work performed by Shawmut on the Starbucks New York Roastery.
Jose Ortega Gonzalez	c/o Prince Lobel Tye LLP	The work performed by Shawmut on the Starbucks New York Roastery.
Jeff Juneau	Starbucks Coffee Company 2401 Utah Ave. S. Suite 800	The design and/or construction of the Starbucks New York Roastery.

	Seattle, WA 98134	
Shea E. Kusiak	c/o Prince Lobel Tye LLP	The work performed by Shawmut on the Starbucks New York Roastery.
Ryan Lawrence		The design and/or construction of the Starbucks New York Roastery.
Thad Luse	Starbucks Coffee Company 2401 Utah Ave. S. Suite 800 Seattle, WA 98134	The design and/or construction of the Starbucks New York Roastery.
Scott McAdams	Starbucks Coffee Company 2401 Utah Ave. S. Suite 800 Seattle, WA 98134	The mechanical system at the Starbucks New York Roastery.
Hans Melotte	Starbucks Coffee Company 2401 Utah Ave. S. Suite 800 Seattle, WA 98134	Starbucks' execution of the parties' written agreement.
Liz Mueller		The design and/or construction of the Starbucks New York Roastery.
John Nelson	Starbucks Coffee Company 2401 Utah Ave. S. Suite 800 Seattle, WA 98134	The design and/or construction of the Starbucks New York Roastery.
Matthew Patendaude	c/o Prince Lobel Tye LLP	The work performed by Shawmut on the Starbucks New York Roastery.
Jory Ray	Starbucks Coffee Company 2401 Utah Ave. S. Suite 800 Seattle, WA 98134	The work performed by Shawmut on the Starbucks New York Roastery.
Stephanie Schubert		The design and/or construction of the Starbucks New York Roastery.
Randy Shelly	c/o Prince Lobel Tye LLP	The work performed by Shawmut on the Starbucks New York Roastery.
Jeff Tobin	c/o Prince Lobel Tye LLP	The work performed by Shawmut on the Starbucks New York Roastery.
Michael J. Vettek	c/o Prince Lobel Tye LLP	The work performed by Shawmut on the Starbucks New York Roastery.

Chester Walsh	c/o Prince Lobel Tye LLP	The work performed by Shawmut on the Starbucks New York Roastery.
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In addition to the individuals listed above, Shawmut states:

1. Individuals employed or contracted by Shawmut's subcontractors, including 4Wall Entertainment, Inc., Dal Electrical Corp., Eclipse Contracting Corp., General Mechanical, Inc., Mark Richey Woodworking and Design, Inc., TelAid Industries, Inc., Mistral Architectural Metal & Glass Inc., Paramount Painting Co., and United Air Conditioning Corp. may have discoverable information concerning Shawmut's work performed on the Starbucks New York Roastery project.
2. Individuals employed or contracted by Starbucks' consultants and/or contractors, including ADMI California, Inc., Arup USA, Inc./Arup Advisory, Inc./Ove Arup & Partners P.C., M. Arthur Gensler Jr. & Associates, Inc., NORESCO, Inc., Piece Management, Inc., and PSF Mechanical, Inc. may have discoverable information concerning the design and/or construction of the Starbucks New York Roastery.
3. Officials of the City of New York, including the Fire Department and the Department of Buildings may have discoverable information concerning the work performed on the Starbucks New York Roastery project.
4. Other consultants, contractors, suppliers, vendors, and third-parties involved in and/or affiliated with the Starbucks New York Roastery project may also have discoverable information concerning the work performed on the Starbucks New York Roastery project, including Rizzo Group, T.G. Nickel & Associates, LLC, Vibration Eliminator Co., Inc., Vornado Realty Trust, and Walter T. Gorman, P.E., P.C.

- (ii) **a copy—or a description by category and location—of all documents, electronically stored information, and tangible things that the disclosing party**

has in its possession, custody, or control and may use to support its claims or defenses, unless the use would be solely for impeachment

1. The written agreement by and between Shawmut and Starbucks concerning the construction of the Starbucks New York Roastery, including communications concerning the parties' agreement.
2. Records concerning the design and construction of the Starbucks New York Roastery, including but not limited to, specifications, plans, drawings, and other design documents, change orders, change order requests, requests for information, bulletins, submittals, schedules, invoices, and payment records.
3. Subcontracts, invoices, proposals, and/or purchase orders with subcontractors, vendors, and/or suppliers involved in the construction of the Starbucks New York Roastery.
4. Communications with subcontractors, vendors, and/or suppliers concerning the Starbucks New York Roastery project.
5. Communications with Starbucks and its consultants and/or contractors concerning the Starbucks New York Roastery project.

The categories of documents listed above are maintained either at the office of Shawmut or at the office of Shawmut's legal counsel in this matter, Prince Lobel Tye LLP. Additionally, Shawmut believes that there are other relevant documents, electronically stored information, and tangible things in the possession, custody, or control of the defendant and third-parties.

- (iii) **a computation of each category of damages claimed by the disclosing party—who must also make available for inspection and copying as under Rule 34 the documents or other evidentiary material, unless privileged or protected from disclosure, on which each computation is based, including materials bearing on the nature and extent of injuries suffered;**

Shawmut seeks \$6,474,444.56 in contractual damages, or in the alternative, in quantum meruit damages, from the defendant in connection with the work Shawmut performed on the

Starbucks New York Roastery. The documents in the possession, custody, or control of Shawmut that concern its damages will be made available for production and/or inspection to the defendant.

- (iv) **for inspection and copying as under Rule 34, any insurance agreement under which an insurance business may be liable to satisfy all or part of a possible judgment in the action or to indemnify or reimburse for payments made to satisfy the judgment.**

Not applicable.

Respectfully submitted,

PRINCE LOBEL TYE, LLP

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Dated: July 9, 2020